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Title: **Lansingburgh Central School District and Lansingburgh School District Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Rensselaer County Educational Local 871 (2010)**

Employer Name: **Lansingburgh Central School District**

Union: **Lansingburgh School District Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **Rensselaer County Educational Local 871, 1000**

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AGREEMENT

**BY AND BETWEEN THE
CHIEF EXECUTIVE OFFICER**

OF THE

LANSINGBURGH CENTRAL SCHOOL DISTRICT

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

FOR THE

LANSINGBURGH SCHOOL DISTRICT UNIT

OF THE

RENSSELAER COUNTY EDUCATION LOCAL 871

JULY 1, 2010 - JUNE 30, 2014

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This AGREEMENT entered into this 30th day of June, 2011 by and between the Chief Executive Officer of the Lansingburgh Central School District (hereinafter referred to as the Superintendent) and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO for the Lansingburgh School District Unit of the Rensselaer County Education Local 871, (hereinafter referred to as CSEA) will cover the period July 1, 2006, through June 30, 2010, and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the School District.

ARTICLE I **RECOGNITION**

Section 1. By virtue of satisfactory evidence submitted by CSEA in the form of duly signed designation cards indicating that CSEA does represent the majority of the employees described in Article I, Section 2, the Employer has recognized CSEA as the sole and exclusive representative for all employees described in Article I, Section 2, for the purpose of collective bargaining and in the settlement of grievances. The period of unchallenged representation status for CSEA shall be the maximum period permitted by law.

Section 2. The representative bargaining unit shall be comprised of all non-instructional employees of the District except the Business Manager, Treasurer, District Clerk, Secretaries to the Superintendent and Business Manager, Superintendent of Buildings and Grounds, Senior Account Clerk, Payroll Clerk, School Nurses, employees working less than four hours per day, substitutes and temporary employees. Substitutes, temporary employees and employees working less than four hours per day will not be used to circumvent full time employment.

Section 3. CSEA affirms that it does not assert the right to strike against the Employer and that it shall not cause, instigate, encourage or condone a strike against the Employer.

ARTICLE II **PAYROLL DEDUCTION**

Section 1. The Employer shall deduct from the wages of the covered employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and premiums for CSEA insurance, on a biweekly basis, for those employees who have signed the appropriate payroll

ARTICLE II
PAYROLL DEDUCTION (CONTINUED)

deduction authorization permitting such deduction. The Employer agrees that during the period of unchallenged representation, dues will not be deducted for any other bargaining agent claiming representation of the covered employees.

Section 2. CSEA, having been recognized as the exclusive representative of employees within the negotiating unit shall have AGENCY SHOP PAYROLL dues deduction from the salaries of members of the negotiating unit who are not members of CSEA. The agency fee deducted shall be the same amount as CSEA certifies to the District as its membership dues. The employer shall make a separate deduction from the employee's paycheck showing the amount of such agency fees.

Section 3. CSEA warrants and represents that it has established and will maintain the refund procedure required by Civil Service Law Section 208. CSEA will indemnify and hold harmless the District against claims of any nature whatsoever for back wages or fringe benefits, direct and consequential damages, court costs, disbursements and attorneys fees which the District may incur or be called upon to pay as the result of a claim, action or proceedings brought with respect to this section.

Section 4. Direct Deposit

Effective July 1, 2006, the District will offer direct deposit of an employee's paycheck to the bank account specified by the employee. It will be the responsibility of the employee to contact the District payroll office and complete the paperwork necessary to establish such direct deposit.

Section 5. Payroll Calendar

Once a payroll calendar has been established and distributed to employees, the District will consult with CSEA before any changes are made in payroll calendar dates.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. It is mutually agreed that the Employer has and will retain exclusive right and authority to manage the School District and to direct the working force including, but not limited to, the right to plan, direct and control all the operations in the School District, the right to establish changes or introduce new and improved methods.

ARTICLE III
MANAGEMENT RIGHTS (CONTINUED)

Section 2. The Employer has the right to hire, promote, suspend, demote, discharge or discipline employees of the School District for legitimate reasons, in accordance with the Civil Service and other applicable laws.

Section 3. All rights, powers and functions or authority possessed by the Employer are retained by the Employer except if those rights are specifically modified by the Agreement or any supplement to the Agreement arrived at with the Association through collective bargaining.

Section 1, 2 and 3 are subject to specific modification by this Agreement or any supplement to the Agreement arrived at with the Association through collective bargaining.

ARTICLE IV
RIGHTS OF EMPLOYEES

Section 1. Any covered employee shall be free to join or refrain from joining the CSEA without fear or coercion, reprisal or penalty from the CSEA or the Employer.

Section 2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his or her own representative or appear alone in a grievance or appeal proceedings with the exception that CSEA must be informed of any decision surrounding any formal grievance.

Section 4. The Employer and CSEA shall administer their obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, age, nationality, race or creed.

ARTICLE V
RIGHTS OF CSEA

Section 1. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the

ARTICLE V
RIGHTS OF CSEA (CONTINUED)

terms of this Agreement; to designate its own representatives; to direct, manage and govern its own affairs and to determine those matters which the membership wishes to negotiate. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

Section 2. The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appeal in their behalf to discuss salaries, working conditions, grievances and disputes as to terms and conditions of the contract, and to visit employees during working hours with the prior approval of the Superintendent or his designee for the foregoing purposes. The time available for the purposes specified (excluding grievances) shall not exceed three hours in any given week and the approval of the Superintendent or his/her designee shall also be permitted to appear at public hearings upon the request of the employees.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of such notices and communications by the Employer.

Section 4. The CSEA Local Unit shall be granted a room in which to meet providing application for such use is made at least 24 hours in advance of the meeting time. Such use will be without cost unless the meeting is scheduled at a time which requires the District to provide necessary custodial service, in which case, the CSEA Local Unit will pay such costs. The CSEA Local Unit will be held responsible for all reasonable precautions regarding building security when using the facilities and will be responsible for cleaning up after any meetings.

Section 4a. The President of the CSEA Local Unit shall be given an agenda for each Board of Education meeting at the earliest possible time before each meeting. A copy of the minutes of the Board of Education meetings shall be sent to the President of the CSEA Local Unit as soon as possible after approval by the Board.

Section 5. Association Duties

Fifteen days in the aggregate shall be provided for Association representatives to attend meetings, conferences and/or conventions of the organizations with which the Association is affiliated. Additional days may be granted by mutual agreement.

ARTICLE V
RIGHTS OF CSEA (CONTINUED)

Section 6. Non-union Professional Days

Employees who wish to attend work-related conferences, workshops or conventions may do so without loss of pay with the reimbursement of approved expenses, provided they receive approval from the Superintendent. Such approval must be received by the employee at least two days prior to the scheduled event.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY

Section 1. Sick Leave

A. Covered employees shall be entitled to sick leave as follows:

Ten month employees	-	13 days annually
Twelve month employees	-	17 days annually

B. Sick Leave credits unused may be accumulated as follows:

Ten month employees	-	260 days maximum
Twelve month employees	-	270 days maximum

C. Supplementary Sick Leave

An employee who has exhausted the regular sick leave allowance and accumulation shall be allowed additional absence from duty in any school year to a maximum of 35 days, plus two days for each year of service in the School District. Unused supplementary sick leave shall not be cumulative. Each day of absence under supplementary sick leave shall be with salary reduction at the rate of the annual salary divided by 400 for 10 month employees, and by 520 for 12 month employees. Absence from duty beyond the supplementary sick leave allowance shall be with complete loss of salary. Supplementary sick leave may be denied in specific instances at the discretion of the Board. Upon request, an employee shall be granted a private hearing before the Board of Education in the event that supplementary sick leave is denied. However, all decisions of the Board of Education, or its committee, shall be final and binding.

D. At the time of retirement from this School District, accumulated sick leave will be given a dollar value and the amount so calculated will be used by the District to defray the cost of medical insurance for as long as such sum shall last.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY (CONTINUED)

E. Whenever an employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or assault occurring in the course of his/her employment and received workers' compensation payment for such absence, he/she will be paid his/her full salary during his/her absence from employment up to a period of one year, (less the amount of any Workers' Compensation award made for temporary disability due to said disability) and no part of such absence shall be charged to his/her annual sick leave or accumulated sick leave. Physician's verification shall be supplied upon request.

F. A pool sick leave shall be established to supplement or extend the present practice of granting 35-1/2 days of supplemental sick leave. This pool shall be filled by voluntary contributions from members of the non-teaching staff of any portion of their own sick leave.

Contributions to the pool may be made at any time during the school year on a form approved by the Superintendent or designee and the President of CSEA. Use of the sick leave pool is contingent on availability of donated days. Applications to borrow from the sick leave pool will be made to the Superintendent or designee. The Superintendent or designee and the President of the CSEA will serve as trustees of the sick leave pool, and all decisions relating to applications for borrowing will be made by them. Such decisions shall not be subject to the grievance procedure, although a rejected applicant may ask for and will receive a review of the decision. The Superintendent and the Association expect the employees who have drawn on the pool will make prompt repayment of the days borrowed.

When a non-teaching employee dies, or leaves the employment of the District due to resignation, any of his/her sick leave may be added to the sick leave pool with option of the employee to donate his time.

The District will report to CSEA the number of days in the sick leave pool and the number of days, if any, withdrawn from the pool. This information will be provided semi-annually.

G. A statement shall accompany the first paycheck in September for all 10 month employees and in July for all 12 month employees indicating the amount of each employee's accumulated sick leave.

H. The Superintendent may, after three days of consecutive absence, require a physician's statement to certify the use of sick leave. The certification may be by the employee's physician or the District's physician at his option.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY (CONTINUED)

Section 2. Personal Leave

A. Employees may utilize three days (four days in the case of 12 month employees) against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during school hours. Application for use of such leave, except in an emergency, shall be made no less than 48 hours in advance of each anticipated absence. The employee need only state that the leave is for personal reasons.

B. Personal leave may not be used for days immediately preceding or following a vacation or holiday without the prior approval of the Superintendent or his or her designee.

Section 3. Religious Leave

Three days of leave with pay will be granted annually to any employee who wishes to observe traditional and customary religious holidays where abstention from work is required by the official rules or laws of that person's religion. These days of absence must be those recognized by the Commissioner of Education as "Days of Religious Observance" and the employee involved must be willing to have the Board verify his or her being a practicing member of such a religion.

Section 4. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system, or the performance of jury duty, or because he has been subpoenaed in a legal matter in which he is not legally personally involved will be granted. An employee taking such leave shall reimburse the District for any fees he received as a juror or witness.

Section 5. Bereavement Leave

In the event of the death of the employee's spouse, child, parents, or person who served in fact as parent or guardian of the employee, grandchild, parent-in-law, sibling, sibling-in-law, grandparent or grandparent-in-law, person residing in the immediate household of the employee or person who served in fact as parent or employee's spouse, the employee shall be granted up to five days per occurrence.

In the event of serious illness requiring the employee's bedside or household attendance of a spouse, child, parent, sibling, sibling-in-law, guardian, grandparent, grandchildren, parent-in-law, person who served in fact as parent or employee's spouse, or any relative living in the immediate household, the employee shall be granted up to three days paid leave. Days taken in excess of three days shall be charged against the employee's sick leave credits.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY (CONTINUED)

Section 6. Holidays

A. **Twelve month, full-time employees** will be granted the following holidays with pay:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Election Day (unless school is in session)	Washington or Lincoln's Birthday (whichever is observed by District)
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	
Christmas Eve Day	

B. **Ten month employees** will be granted the following holidays with pay (such pay equal the number of assigned hours in the regular work schedule):

Columbus Day	New Year's Day
Election Day (unless school is in session)	Martin Luther King's Birthday
Veteran's Day	Washington or Lincoln's Birthday (whichever is observed by District)
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Day	

C. Covered employees in the employ of the District on June 30, 1972, will continue to receive holidays with pay in addition to the above (A and B) as follows:

1. **Twelve month, full-time employees** in the employ of the District on June 30, 1972, will be granted one-half of the school recesses declared for Christmas, mid-winter and spring, except as stated in Article XI, Section 4. Such time will be calculated by first deducting holidays cited in A, above, and dividing the remainder by two.

2. **Ten month employees** in the employ of the District on June 30, 1972, will be granted all school recesses between the first official school day in September and last official school day in June. Such time off with pay will be inclusive of the days cited in B, above.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY (CONTINUED)

D. Effective July 1, 1977, employees hired on or after July 1, 1972, will be provided one floating holiday. Twelve month, full-time employees may select a day subject to the approval of the employee's immediate supervisor. Ten month employees and less than full-time employees shall receive one regular day's pay in lieu of time off with pay.

Section 7. Vacations

A. **Full-time, twelve month employees** shall be entitled to the following vacations:

After first year, through fifth year	-	10 days
After fifth year, through tenth year	-	15 days
After tenth year	-	20 days

1. Vacations shall be scheduled during the period from the close of school in June through the month of August unless mutually agreed with the Superintendent. No vacations may be taken in the last week of August (i.e., last five working days).

B. Ten month employees (except those employed by the District, as of June 30, 1972), shall receive 7 1/2 days of vacation pay.

C. Employees appointed to positions on the non-instructional staff which are eligible for vacation and in addition have been employed at least three months prior to June 30th of the school year in which they are appointed, vacation earned during the first year of employment will be granted on a pro-rated basis from the effective date of appointment through June 30th.

ARTICLE VII
EXTENDED LEAVES OF ABSENCE WITHOUT PAY

Section 1. Military Leave will be granted as provided by military law. Upon returning from such leave, the employee will be placed at the job or service rate of pay, whichever is appropriate, allowing up to four years seniority. Such leave will be without pay or benefit credit.

Section 2. Parental Leave

A. **Employees Hired Prior to July 1, 1993**

An employee may request an unpaid leave of absence for up to two years, to begin with one year after the delivery or adoption of a child. There may be one request to

ARTICLE VII
EXTENDED LEAVES OF ABSENCE WITHOUT PAY (CONTINUED)

extend a leave of absence of less than two years to the maximum of two years. The employee shall notify, in writing, the superintendent or his or her designee of the intent to take such leave 60 days prior to the anticipated commencement of the leave. The application shall state the dates of the anticipated commencement and termination of the leave.

B. Employees Hired on and after July 1, 1993

An employee may request an unpaid leave of absence for up to two years, to begin within one year after the delivery or adoption of a child. All leaves under this paragraph will terminate on June 30. The employee shall notify, in writing, the superintendent or his or her designee of the intent to take such leave 60 days prior to the anticipated commencement of the leave.

The application shall state the date of the anticipated commencement of and a termination date (which shall be either the next June 30 or the June 30th of the following school year). Any request to extend a leave of absence of less than the maximum duration shall be made prior to March 1.

Section 3. Personal Reasons

A leave of absence without pay, benefit or seniority credit may be granted for up to one year for personal reasons.

Section 4. Personal Illness

An employee whose personal illness extends beyond that covered by sick leave provisions will be granted a leave of absence for such time as is necessary for complete recovery from such illness for a period not to exceed two years.

Section 5. Miscellaneous

A. All benefits to which an employee having a permanent appointment was entitled at the time his/her leave commenced will be restored to him/her upon his/her return to duty and he/she will be assigned to the same position he/she held at the time his/her leave commenced, if available; if not, to a substantially equivalent position. He/She will be compensated at the job or service rate, whichever is appropriate.

B. All requests for leave and extensions or renewals of leaves must be applied for and granted in writing.

ARTICLE VII
EXTENDED LEAVES OF ABSENCE WITHOUT PAY (CONTINUED)

C. An employee on a leave of absence for a year or more shall notify the Superintendent, in writing, as to his intention to return to service at least three months prior to the expiration of such leave. Failure to do so shall be assumed to constitute a resignation.

D. The Business Officer will send a certified letter to an employee on leave of absence when notification is to be received in compliance with Section 5(C) above.

ARTICLE VIII
RETIREMENT AND HOSPITALIZATION

Section 1. All covered employees who qualify shall be entitled to enroll in the New York State Employees' Retirement System, Plan 75-I.

Section 2. Hospitalization Insurance

A. All employees in the unit are required to enroll in the Blue Shield PPO plan (medical/drug) as offered by the District through the Rensselaer-Columbia-Greene Health Insurance Trust.

B. All employees hired prior to July 1, 2003 shall contribute 10% of the premium for individual, 2-person, and family coverage. All employees hired on or after July 1, 2003, but before July 1, 2006 shall contribute 15% of the premium for individual, 2-person, and family coverage. All employees hired on or after July 1, 2006 shall contribute 25% of the premium for individual, 2-person, and family coverage.

C. The District will provide for an individual, 2-person, and family vision plan. The District will continue to contribute \$60 per employee to the vision plan.

D. The District will provide for an individual, 2-person, and family dental plan equal to the Blue Shield Dental Plan.

Section 3.

A. Employees employed prior to July 1, 2006 who have alternate health insurance coverage from an employer other than the District and have elected to withdraw from the District health insurance plan on or before June 30, 2010 shall be entitled during the term of this Agreement to receive an annual buyout payment equal to the amount they were eligible to receive in the 2009-2010 school year.

ARTICLE VIII
RETIREMENT AND HOSPITALIZATION (CONTINUED)

B. Employees employed on or after July 1, 2006 who have alternate health insurance coverage from an employer other than the District and have elected to withdraw from the District health insurance plan shall be entitled during the term of this Agreement to receive an annual buyout payment of \$4,000.

C. The buyout payments described in paragraphs A & B, above shall be made in two equal payments in January and in June. No buyout payment will be made for declination of dental or vision plans.

In the event of a withdrawal other than at the beginning of a school year, the payment shall be pro-rated. In the event an employee who has received the benefit provided by this section leaves District service prior to the end of the school year, he or she shall refund to the District the pro-rata portion of the benefit for the balance of the school year.

In the case of such withdrawal or declination the District shall no longer be required to contribute towards the cost of such insurance for the balance of the school year. An employee, having withdrawn or declined coverage, may rejoin the plan if the or she loses such alternate health insurance coverage (1) in accordance with the rules and regulations of the District's health insurance carrier and (2) after having repaid to the District the pro-rated portion of sums received attributable to the balance of the school year.

An employee who elects to receive the benefit provided by this section shall continue to be eligible to receive the benefit provided by section 2 of Article VIII of this Agreement provided he or she is enrolled in the District's health insurance plan on the day prior to retirement.

Section 4. Retirees

The District agrees to pay the retirees' Health Insurance costs at the following rates:

- A. 50% percent for individual
- B. 35% percent for family (dependents)

Section 5. Cafeteria Plan

The District will establish a Cafeteria Plan for members of the negotiating unit prior to July 1, 2000.

ARTICLE IX **WORK SCHEDULES**

Section 1. Hours Per Day

- A. Operation and Maintenance Personnel shall work an eight hour day unless otherwise scheduled.
- B. Clerical Personnel shall work a seven and one-half hour day unless otherwise scheduled.
- C. Aides shall work according to assigned schedules when school is in session.
- D. During all vacations and recesses when school is not in session, the shift work will be the normal day shift hours. Christmas, winter, spring and summer.
- E. Employees on the payroll June 30, 1995 will not during the period July 1, 1995 to June 30, 1998 have the number of daily hours of work existent on June 30, 1995, reduced during the period July 1, 1995 to June 30, 1998.

Section 2. Work Week

- A. Operation and Maintenance Personnel shall be assigned within five calendar days.
- B. Clerical, School Monitors and Aides shall be assigned within five calendar days.
- C. Senior School Monitor will be assigned within five calendar days.

Section 3. Shift Differentials

There will be two work shifts for positions in this bargaining unit.

First shift positions will have a starting time between the hours of 6:00 a.m. and 9:00 a.m. There will be no differential paid to positions in the first shift.

Second shift positions will have a starting time between the hours of 2:00 p.m. and 4:00 p.m. A shift differential of \$.35 per hour shall be paid to positions in the second shift. Effective July 1, 2007, the second shift differential shall increase to \$.45 per hour. Effective July 1, 2009, the second shift differential shall increase to \$.50 per hour.

ARTICLE IX
WORK SCHEDULES (CONTINUED)

For the purpose of this Section, it is understood that employees currently in the bargaining unit shall not have their starting time changed without prior consultation with the employees affected.

Section 4. The District will provide for a system of safety checks in buildings where only one person is on duty and will provide such employee with a walkie-talkie and/or District provided mobile telephone.

ARTICLE X
OVERTIME

Section 1. Time and one-half shall be paid for each hour worked in excess of 40 hours in a workweek.

Section 2. The provisions of Section 1 of this Article shall apply to clerical employees.

Section 3. Double time shall be paid to all personnel who are required to work overtime on Sundays.

Section 4. Employees required to work on holidays shall be paid their regular rate of pay plus double time.

Section 5. Any employee recalled to work after having left the premises at the end of the normal work shift will be assured of a minimum of two hours overtime.

Section 6. The District reserves the right to ask an employee to extend the end of his/her work shift to complete a task which falls within his/her work assignment and assigned building. Such work will not be offered to employees who work on other shifts or in other buildings unless no employee on the shift and in the building agrees to extend the end of their work shift to complete the task. If no employee agrees to extend the end of their work shift to complete the task, such work will be assigned on a rotating list basis.

All other overtime for maintenance operation personnel will be on a rotating list basis.

The rotating list required by this section will be established on the basis of seniority. CSEA will ensure that a qualified employee who normally does such work will be available for required overtime.

ARTICLE X
OVERTIME (CONTINUED)

Section 7. Emergency School Closing

Any employee required to work during an emergency school closing or snow day, shall be paid their regular rate of pay plus time and one-half for each hour worked. All other employees shall receive their regular rate of pay. In the event of an emergency school closing, due to anything other than weather, the night crew will report to work providing the cause of the emergency school closing has been rectified. The Superintendent or designee will notify the night crew one hour prior to their starting time as to whether or not they are to report to work.

ARTICLE XI
MISCELLANEOUS

Section 1. Job Openings

Job openings for all non-teaching positions, including newly created openings shall be posted in each building and a copy sent to the secretary of the Association at least one day in advance of the posting and/or publication. The notice shall include job description, including duties, holidays, benefits, hours, etc. All things being equal, seniority shall prevail in the selection process. If suitable candidates are unavailable in the judgment of the Superintendent, the District may then recruit from other sources. All positions filled by PROMOTIONS OR LATERAL TRANSFERS shall have a trial period of 30 calendar days. At the end of the trial period in a promotional or lateral situation, both the employee as well as the Employer must mutually agree to the permanent appointment. If the employee is not agreeable to the permanent appointment, the employee shall have the right to return to his/her previous position.

Section 2. Appointments to all positions shall be subject to Civil Service regulations.

Section 3. Temporary Appointments

The Employer shall notify CSEA of all temporary appointments. In the event any temporary appointment becomes permanent, all benefits shall be granted retroactive to the date of temporary appointment.

Section 4. The CSEA and the District will urge and encourage all employees covered by Article VI, Section 5, C-1, and Article IX, Section 3, to volunteer to work during the time off periods enumerated. Those employees who work shall receive in addition to the monies granted by Article VI, Section 5, C-1, and Article IX, Section 3 of this Agreement, their regular hourly rate for all hours worked

ARTICLE XI
MISCELLANEOUS (CONTINUED)

Section 5. Labor/Management Committee

A Labor-Management Committee shall be established which shall generally meet every other month. The District and CSEA shall exchange agendas for meeting of the Committee at least one week in advance of any scheduled meeting. If no such agendas are submitted the meeting shall be cancelled. The Committee shall consist of up to three (3) members appointed by the District and three (3) members appointed by CSEA. In the event the meetings of the Committee are scheduled during a member's working hours, the District shall provide paid release for the three (3) Committee members to attend Labor Management meetings.

A. The parties agree that the District has the right to determine staffing. The District, however, will discuss in Labor Management Committee CSEA's concerns about the need for additional staffing for extracurricular events.

B. The Labor Management Committee will consider the present practice under which in case of the absence of a day shift custodian, the night shift custodian is canvassed to determine his availability.

Section 6. Each employee will be given a copy of this contract.

Section 7. All rights, privileges and duties previously granted will be continued except as modified by this or subsequent agreements.

Section 8. Any employee required to use their own vehicle to provide service to the School District, will be reimbursed at the rate per the IRS Bureau. The rate is effective upon immediate notification of either party.

Section 9. Protection of Employees

A. The District shall reimburse employees for the cost of replacing or repairing dentures, eyeglasses, or hearing aides or similar bodily apparatuses not covered by Workers' Compensation which has been damaged or destroyed as a result of an assault or injury suffered by the employee during the discharge of his/her duties and in the absence of personal negligence.

B. The Board will provide reimbursement for repair or replacement value, whichever is less, of clothing or personal effects damaged, destroyed or stolen during the course of and incident to employment, provided the loss is not caused by the negligence of the claimant.

ARTICLE XI
MISCELLANEOUS (CONTINUED)

C. Personal effects and equipment do not include automobiles and/or other vehicles. In the event that total claims for damaged, destroyed or stolen property exceed \$1,000 in any fiscal year, the Superintendent may institute a property check-in and approval system. Reimbursement will be limited to the amount not covered by the employee's personal insurance.

D. In each school year, a fund of \$2,000 shall be established to cover damage to automobiles and/or other vehicles of non-teaching staff while on school property. Such damage must be reported to the police. Whenever the District is able to recoup monies, such monies will be refunded to the fund. As is the current practice, any claim must be submitted to the employee's insurance company prior to submitting the claim to the District, and only the unreimbursed portion will be paid out of the fund.

E. The School District agrees to hold non-teaching staff harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or omission to act by such staff within or without the school buildings, provided such staff at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the School District.

Section 10. Dress Code

The District shall provide maintenance and custodial employees (by uniform service, quartermastering, or vouchers) three t-shirts for summer and three collared shirts for winter. Shirts shall have District and employee names. No hats or headgear of any kind will be worn while working inside any District buildings during hours of work except with the express, written permission from the Superintendent or his/her designee.

ARTICLE XII
SALARY AND COMPENSATION

Section 1. Effective July 1, 2010, all employees of this bargaining unit shall receive a 2% salary increase over their previous year's rates as reflected in Appendix "A".

Section 2. Effective July 1, 2011, all employees of this bargaining unit shall receive a 2% salary increase over their previous year's rates as reflected in Appendix "A".

Section 3. Effective July 1, 2012, all employees of this bargaining unit shall receive a 2% salary increase over their previous year's rates as reflected in Appendix "A".

ARTICLE XII
SALARY AND COMPENSATION (CONTINUED)

Section 4. Effective July 1, 2013, all employees of this bargaining unit shall receive a 2% salary increase over their previous year's rates as reflected in Appendix "A".

Section 5. Appendix A reflects a progression based upon length of service with the District. An employee shall advance one step for each year of service within the bargaining unit, determined by anniversary date, provided the employee has worked at least 6 months of the year for a 12 month position, and at least 5 months of the year for a 10 month position.

Section 6. Longevity

Effective through June 30, 2008:

At the completion of 10 years of service, the hourly rate of pay will be increased by 35 cents; upon completion of your fifteenth year of service, the hourly rate of pay will be increased by an additional 50 cents; upon completion of your twentieth year of service, the hourly rate of pay will be increased by an additional 80 cents.

Effective on July 1, 2008 and after:

At the completion of 10 years of service, the hourly rate of pay will be increased by 45 cents; upon completion of your fifteenth year of service, the hourly rate of pay will be increased by an additional 60 cents; upon completion of your twentieth year of service, the hourly rate of pay will be increased by an additional 90 cents.

Section 7. The District will issue a single check, separate from his or her regular payroll checks, for any stipend(s) or coaching compensation paid to an employee. The District will issue a single check, separate from his or her regular payroll checks, in the event that an employee is entitled to receive a health insurance buyout payment.

ARTICLE XIII
GRIEVANCE PROCEDURE

See Appendix "B" for the details of the Grievance Procedure which is made a part of this contract.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

A. Upon the successful completion of the probationary period, no employee whose position is in the competitive class of civil service shall be disciplined or otherwise discharged without stated charges and an opportunity for hearing and review in accordance with Section 75, Article V of the Civil Service Law. Decisions rendered in accordance with the Section 75 proceedings shall not be subject to grievance.

B. Upon completion of one year of service, no employee whose position is in the non-competitive or labor class of civil service shall be disciplined or otherwise discharged without stated charges and an opportunity for a hearing and review in accordance with Section 75, Article V of the Civil Service Law. Decisions rendered in accordance with Section 75 proceedings shall not be subject to grievance.

ARTICLE XV
LAYOFF AND RECALL

Section 1. Layoff

In the event that the Employer finds it necessary to eliminate one or more jobs, all temporary, part-time, provisional and probationary employees within the District will be discharged first. If discharge affects permanent employees, such discharge shall take place on the basis of seniority in the job classification. If the least senior employee reasonably qualifies for another position which is being filled by a less senior employee within the District, the employee with the most seniority shall be given the opportunity to apply for such position. All factors being equal, seniority shall determine the employee selected.

Section 2. Recall

In the event that a job is reinstated within one year, preference for rehire will be given to those discharged employees on the basis of seniority within the classification at the time of discharge.

Section 3.

A. Members of the bargaining unit in the employ of the District on June 30, 1995, will not, during the period of July 1, 1995 to June 30, 1998 be dismissed except for cause or in the event a facility is closed. In the event of a facility closing, the District will make every reasonable effort to place employees laid off into other positions with the District.

ARTICLE XVI
LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII
DURATION OF AGREEMENT

Section 1. This Agreement shall remain in effect from July 1, 2010 through June 30, 2014.

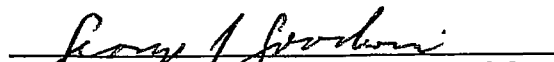
Section 2. In the event a subsequent Agreement is not reached before June 30, 2014, this Agreement shall continue in effect until such time as a new Agreement is reached.

DATE: 7.1.11

FOR THE CSEA LANSINGBURGH
CENTRAL SCHOOL DISTRICT UNIT

FOR THE LANSINGBURGH CENTRAL
SCHOOL DISTRICT


PRESIDENT


SUPERINTENDENT OF SCHOOLS


LABOR RELATIONS SPECIALIST

WAGE SCHEDULE

ACCOUNT CLERK

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$18.47	\$ 18.84	\$ 19.22	\$ 19.60	\$ 19.99
2	\$19.10	\$ 19.48	\$ 19.87	\$ 20.27	\$ 20.68
3	\$19.76	\$ 20.16	\$ 20.56	\$ 20.97	\$ 21.39
4	\$20.39	\$ 20.80	\$ 21.22	\$ 21.64	\$ 22.07
5	\$20.97	\$ 21.39	\$ 21.82	\$ 22.26	\$ 22.71

SENIOR SECURITY MONITOR

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55
2	\$17.76	\$ 18.12	\$ 18.48	\$ 18.85	\$ 19.23
3	\$18.41	\$ 18.78	\$ 19.16	\$ 19.54	\$ 19.93
4	\$19.07	\$ 19.45	\$ 19.84	\$ 20.24	\$ 20.64
5	\$19.70	\$ 20.09	\$ 20.49	\$ 20.90	\$ 21.32

SENIOR STENOGRAPHER/SECRETARY II

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$18.47	\$ 18.84	\$ 19.22	\$ 19.60	\$ 19.99
2	\$19.10	\$ 19.48	\$ 19.87	\$ 20.27	\$ 20.68
3	\$19.76	\$ 20.16	\$ 20.56	\$ 20.97	\$ 21.39
4	\$20.39	\$ 20.80	\$ 21.22	\$ 21.64	\$ 22.07
5	\$20.97	\$ 21.39	\$ 21.82	\$ 22.26	\$ 22.71

ASSISTANT HEAD CUSTODIAN

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$17.72	\$ 18.07	\$ 18.43	\$ 18.80	\$ 19.18
2	\$18.38	\$ 18.75	\$ 19.13	\$ 19.51	\$ 19.90
3	\$19.06	\$ 19.44	\$ 19.83	\$ 20.23	\$ 20.63
4	\$19.70	\$ 20.09	\$ 20.49	\$ 20.90	\$ 21.32
5	\$20.39	\$ 20.80	\$ 21.22	\$ 21.64	\$ 22.07

STENOGRAPHER/SECRETARY I

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$16.19	\$ 16.51	\$ 16.84	\$ 17.18	\$ 17.52
2	\$16.78	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.17
3	\$17.38	\$ 17.73	\$ 18.08	\$ 18.44	\$ 18.81
4	\$18.00	\$ 18.36	\$ 18.73	\$ 19.10	\$ 19.48
5	\$18.60	\$ 18.97	\$ 19.35	\$ 19.74	\$ 20.13

TYPIST

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$14.97	\$ 15.27	\$ 15.58	\$ 15.89	\$ 16.21
2	\$15.55	\$ 15.86	\$ 16.18	\$ 16.50	\$ 16.83
3	\$16.19	\$ 16.51	\$ 16.84	\$ 17.18	\$ 17.52
4	\$16.78	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.17
5	\$17.38	\$ 17.73	\$ 18.08	\$ 18.44	\$ 18.81

CUSTODIAN/CUSTODIAL WORKER

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55
2	\$17.76	\$ 18.12	\$ 18.48	\$ 18.85	\$ 19.23
3	\$18.41	\$ 18.78	\$ 19.16	\$ 19.54	\$ 19.93
4	\$19.07	\$ 19.45	\$ 19.84	\$ 20.24	\$ 20.64
5	\$19.70	\$ 20.09	\$ 20.49	\$ 20.90	\$ 21.32

BUILDING MAINTENANCE MAN/GROUNDSMAN

		Year 1	Year 2	Year 3	Year 4
	2009-10	2010-11	2011-12	2012-13	2013-14
	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
STEP	RATE	RATE	RATE	RATE	RATE
1	\$17.83	\$ 18.19	\$ 18.55	\$ 18.92	\$ 19.30
2	\$18.44	\$ 18.81	\$ 19.19	\$ 19.57	\$ 19.96
3	\$19.08	\$ 19.46	\$ 19.85	\$ 20.25	\$ 20.66
4	\$19.71	\$ 20.10	\$ 20.50	\$ 20.91	\$ 21.33
5	\$20.39	\$ 20.80	\$ 21.22	\$ 21.64	\$ 22.07

TEACHER AIDE

	2009-10	Year 1	Year 2	Year 3	Year 4
	HOURLY	2010-11	2011-12	2012-13	2013-14
STEP	RATE	RATE	RATE	RATE	RATE
1	\$13.08	\$ 13.34	\$ 13.61	\$ 13.88	\$ 14.16
2	\$13.71	\$ 13.98	\$ 14.26	\$ 14.55	\$ 14.84
3	\$14.37	\$ 14.66	\$ 14.95	\$ 15.25	\$ 15.56
4	\$15.06	\$ 15.36	\$ 15.67	\$ 15.98	\$ 16.30
5	\$15.70	\$ 16.01	\$ 16.33	\$ 16.66	\$ 16.99

BUILDING MAINTENANCE MECHANIC

	2009-10	Year 1	Year 2	Year 3	Year 4
	HOURLY	2010-11	2011-12	2012-13	2013-14
STEP	RATE	RATE	RATE	RATE	RATE
1	\$19.69	\$ 20.08	\$ 20.48	\$ 20.89	\$ 21.31
2	\$20.40	\$ 20.81	\$ 21.23	\$ 21.65	\$ 22.08
3	\$21.07	\$ 21.49	\$ 21.92	\$ 22.36	\$ 22.81
4	\$21.75	\$ 22.19	\$ 22.63	\$ 23.08	\$ 23.54
5	\$22.45	\$ 22.90	\$ 23.36	\$ 23.83	\$ 24.31

APPENDIX "B"
GRIEVANCE PROCEDURE FOR EMPLOYEES

Section 1. Definition of Grievance

Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the employee in the exercise of the duties assigned to him. However, only grievances alleging a violation of a term or provision of this Agreement shall be subject to Step Four (below).

Section 2. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
4. All hearings shall be confidential.
5. It shall be the responsibility of the Superintendent of Schools of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

Section 3: Procedures

A. STEP ONE

An employee who feels that he has been aggrieved must first present his grievance to his immediate supervisor(s). The grievance must be stated in writing. At this stage, there should be an informal, comprehensive discussion of the employee's complaint.

APPENDIX "B" (CONTINUED)

Every attempt should be made by the employee and his/her supervisor(s) to adjust the grievance at this level. Once a complaint has been received, the supervisor(s) shall provide for a complete review and decision within five school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Step Two. In the event the grievance is beyond the scope of the supervisor(s) responsibility, the latter shall take the grievance to Step Two in accordance with the instructions that follow:

B. STEP TWO

1. Within five school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent of Schools.
2. The Superintendent of Schools shall immediately notify the aggrieved employee and immediate supervisor(s) to submit written statements to him within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
3. If such is requested in the written statement of either party pursuant to paragraph two above, the Superintendent of Schools shall notify all parties concerned in the case of the time and place where an informal hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five school days of receipt of the written statements pursuant to paragraph two.
4. The Superintendent of Schools shall render his/her determination within 10 school days after the written statements pursuant to paragraph two have been presented to him.
5. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Step Three.

C. STEP THREE

1. The aggrieved employee may, within five school days of the final determination of the Superintendent of Schools, make a written request to the Board of Education for review and determination.
2. All written statements and records of the case shall be submitted to the President of the Board of Education.

APPENDIX "B" (CONTINUED)

3. The Board of Education may hold a hearing to obtain further information regarding the case.

4. The Board of Education shall render a final decision within 10 school days after receiving the request for review.

D. STEP FOUR

1. An appeal to arbitration from an unsatisfactory decision at Step Three regarding an alleged violation of a term or provision of this Agreement may be made within 10 days of the receipt of the Step Three decision by serving written notice upon the other party. Upon receipt of the request to arbitrate, the parties shall meet to select an arbitrator from the following panel:

Jeffrey Selchick
Sheila Cole
Daniel Collins
Rodney Dennis

If the parties cannot agree on the arbitrator, the selection shall be made by lot from a panel.

2. The arbitrator shall have no power to add to, subtract from or modify the provisions of the contract in arriving at a decision on the issue presented and shall confine his decision solely to the application and interpretation of the contract.

3. Within 30 days of the close of the hearing or submission of the briefs, the arbitrator shall deliver a written decision to the CSEA and the Employer.

4. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

Section 4. Time Limits

A. Grievances must be filed promptly after the occurrence of the event upon which the grievance is based and in no event later than 30 days of the occurrence or when the Employer should have known of the occurrence.

B. If the grievance is not filed within the time limit specified in Section 4A, or if filings and appeals are not within the time limits specified in Section 3A, B and C, the grievance shall be deemed to have been abandoned by the employee and CSEA and will be considered settled, but without constituting a precedent in any other case.

APPENDIX "B" (CONTINUED)

C. If hearings are not held and/or decisions rendered within the time limits specified in Sections 3A, B and C, the grievance will be deemed to have been granted. However, such action will not constitute a precedent in any other case.

D. Any fees or expenses involved in the arbitration proceeding for the arbitrator and stenographer shall be equally shared by the Employer and the aggrieved.